

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE

KAREN DORRIS,	)	
	)	
Plaintiff,	)	No. 3:04-0983
	)	
v.	)	District Judge Trauger
	)	
	)	
CUMMINS ENGINE COMPANY, INC.	)	
GROUP INSURANCE PLAN;	)	
LONG TERM DISABILITY PLAN	)	
OF CUMMINS ENGINE COMPANY INC.;	)	
CUMMINS, INC.;	)	
CONNECTICUT GENERAL LIFE	)	
INSURANCE COMPANY; and	)	
LIFE INSURANCE COMPANY OF	)	
NORTH AMERICA;	)	
	)	
Defendants.	)	

**AGREED FINAL JUDGMENT**

In its Order entered on December 19, 2006, the Court directed the parties to seek to resolve the issues regarding the past-due benefits owed (and pre-judgment and post-judgment interest) under the Court's previous Order of November 17, 2006. It appears to the Court, as evidenced by the signatures of counsel for the parties, that the parties have resolved all issues regarding the value of past-due disability benefits and past-due health care coverages (including medical, dental and life coverage) owed by the defendants to the plaintiff pursuant to the Court's Order of November 17, 2006, and all remaining issues in connection with the Court's previous Orders.

Through settlement negotiations, the parties have agreed on a lump sum payment intended to fully compensate plaintiff for (1) all long-term disability benefits (including pre-judgment and post-judgment interest) for the period from December 2002 through March 3, 2007 and (2) all health care coverages (including medical, dental and life coverage) (including pre-

judgment and post-judgment interest) for the period from December 2002 through December 31, 2006. Under this agreement, the figure for past-due long-term disability benefits for the period from December 2002 through March 3, 2007 is \$23,883.00 and interest thereon is \$3,126.39; and the figure for health care coverages for the period from December 2002 through December 31, 2007 is \$18,655.81 and interest thereon is \$2,500.00. The parties agree that the defendants are not responsible for any and all medical and/or dental expenses incurred by plaintiff, her spouse or her dependents (other than those already paid by the defendants), at any time prior to reinstatement of health care coverage which has occurred effective January 1, 2007. The parties further agree that the plaintiff shall indemnify and hold the defendants harmless for any claims made against the defendants for payment of any medical or dental expenses incurred by the plaintiff, her spouse or her dependents at any time prior to January 1, 2007. In addition, the defendants have agreed to waive any claims for any unpaid premiums of any kind from the plaintiff for all periods prior to January 1, 2007.

In addition, the defendants will reinstate plaintiff under the long-term disability benefit plan maintained by Cummins, Inc. Cummins, Inc. and/or its current or future insurers shall administer and be solely responsible for all disability benefits payable for the period beginning on and after March 3, 2007. Any issues regarding the proper plan documents applicable to plaintiff's reinstated and ongoing long-term disability benefits are reserved by the parties. The defendants have reinstated plaintiff's medical coverage, dental coverage, and life coverage, based on the coverage elections made by the plaintiff, effective as of January 1, 2007. The parties have agreed that the premiums for future medical coverage, as well as dental and life insurance coverage, shall be deducted from the plaintiff's future long-term disability benefits. The plaintiff shall be entitled to apply for a Waiver of Premium (WOP) for her life insurance,

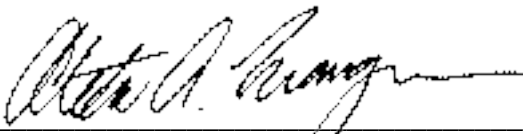
and if she qualifies for WOP, the defendants will stop the deduction for her life insurance premium.

The parties agree that the lump sum payment for the value of past-due disability benefits and past-due health care coverages (medical, dental and life coverage), including pre-judgment and post-judgment interest, was subject to negotiations. The plaintiff and defendants waive any legal or factual arguments with regard to the correctness of these calculations and the information upon which the calculations are based.

To fully resolve the plaintiff's attorney's fee petition, the parties have agreed that the defendants will pay attorney's fees in the sum of \$37,500.00 to Branham & Day, P.C. for their representation of plaintiff in this ERISA case. Branham & Day, P.C. pursued this matter on a contingency basis.

The defendants agree that they will deliver, by mail or otherwise, to plaintiff's counsel the appropriate checks to satisfy the obligations discussed in this Order within two weeks of the entry of this Order.

It is ORDERED that the agreement of the parties as set forth above is approved. It is further ORDERED that, by virtue of the settlement between the parties as set forth above, the defendants have fully satisfied all obligations set forth in the Court's Order of November 17, 2006 and of December 19, 2006, as well as the plaintiff's attorney's fee petition. Therefore, this constitutes a final judgment.

  
UNITED STATES DISTRICT JUDGE

Approved for entry:

/s/John D. Wood

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Counsel for Defendants

### **CERTIFICATE OF SERVICE**

I hereby certify that on February 7, 2007, a copy of the foregoing Agreed Order was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/John D. Wood

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